

August 9, 2011

Mr. Gus Desquesada
Airgas South Inc.
125 Town Parks Drive, N.W. Suite 400
Kennesaw, Georgia 30144

2011 SEP 21 AM 10:11

Re: Contract No BW. 7602-0/16 Medical Gases for (Medical Examiner Department)

Dear Mr. Desquesada:

Miami-Dade County, hereinafter referred to as the County, would like to establish the above mentioned contract with your firm (hereinafter referred to as the "Contractor") to procure Medical Gases for the Medical Examiner department. Prior to issuing a purchase order to your firm, the County requires your firm's acceptance with regards to the following requirements:

1) DEFINITIONS

- a. The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and all other attachments hereto and all amendments issued hereto.
- b. The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- c. The word "Contractor" to mean Airgas South Inc. and its permitted successors and assigns.
- d. The word "Days" to mean Calendar Days.
- e. The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- f. The words "the parties" to mean Airgas South Inc and Miami-Dade County.

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2) CONTRACT TERM

The Contract shall become effective on 11/1/12 and shall be for the duration of five (5) years.

3) NOTICE REQUIREMENTS

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(i) to the County

Yeseny Serra, Accountant 3
Medical Examiners
1 Bob Hope Road
Miami, Florida 33136

Phone: (305) 547-3766

Fax: (305) 547-2435

and,

a) Mary Hammett:
Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Phone: (305) 375-5471

Fax: (305) 375-4407

Email: mhammet@miamidade.gov

(ii) To the Contractor

Airgas South Inc.
125 Town Parks Drive, N.W. Suite 400
Kennesaw, Georgia 30144

Attention: Gus Desquesada

Phone: (305) 470-8933

Fax: (305) 470-9818

Email: Gustavo.Desquesada@airgas.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

4) The Contractor shall provide services to the County in accordance with Appendix A, Scope of Services.

5) The Contractor shall be paid in accordance with Appendix B, Price Schedule.

- 6) Order of Precedence: If there is a conflict between or among the provisions of this Contract, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B)
- 7) This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Contract, and that this Contract contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment approved by the County.
- 8) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract at no charge as per Appendix A (Contractor requirements). All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

PRICE ADJUSTMENTS

- 9) After the initial one (1) year period, and at each anniversary thereafter, contractor shall have the option to submit a written request for a price adjustment to the County based on changes in the following pricing index: Producer Price Index (PPI) Series PCU325120325120 Industrial Gas Manufacturing.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the anniversary, the Contractor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The Contractor adjustment request should not be in excess of the relevant pricing index change.

If no adjustment request is received from the Contractor, the County will assume that the Contractor has agreed that the next term will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

In the event of an upward movement in the index and a requested increase by the Contractor, the parties shall make a good faith effort to agree on a price adjustment. The County may request further documentation to substantiate any upward adjustment in price. If the parties cannot reach agreement on price for the next contract term within thirty (30) days, this Contract may be terminated, however, Contractor agrees to continue service until the County can transition to a new contractor; such time frame shall not exceed 120 days after the end of the thirty day period.

The County reserves the right to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract term and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

METHOD OF PAYMENT

- 10) The Contractor agrees that under the provisions of this Agreement charges are inclusive of transportation, fuel, labor and clean up, reimbursement shall represent all charges incurred by the Contractor. The Contractor shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the contractor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Contractor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with Miami Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Yeseny Serra, Accountant 3
Medical Examiners
1 Bob Hope Road
Miami, Florida 33136

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

11) TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

12) TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein.

The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

13) GUARANTEE

The Contractor shall be responsible for faulty labor and defective or leaking tanks or any tanks containing gas that is determined by the toxicology laboratory to not meet purity specifications indicated by high background or the detection of a contaminant gas. Contractor shall replace defective equipment within five (5) business days of County's written notice.

14) WARRANTY

The Contactor shall provide tanks and valves warranted against defects, leaks and contamination.

OFFICE OF THE INSPECTOR GENERAL

- 15) Pursuant to Miami-Dade County Ordinance No. 97-215, the purchase order will include the Independent Private Sector Inspector General requirements. This ordinance requires a $\frac{1}{4}$ of 1% reduction from the total price of the contractor's invoice.

COUNTY USER ACCESS PROGRAM (UAP)

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, which implements the User Access Program (UAP), new contract awards issued by Department of Procurement Management require a 2% reduction from the total price of any contractor invoice issued.

INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from Contractor's negligent acts or omissions in the performance of this Agreement, including the negligent acts or omissions of Contractor's employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suites or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Notwithstanding anything to the contrary contained herein, Contractor shall not be liable to County for any special, incidental or consequential damages in the performance of its obligations under this Agreement.

The Provider shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

16) CONTRACTOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

- a) Contractor Registration
The Contractor shall be a registered contractor with the County — Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Contractor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Contractor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor/Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms** (as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Contractor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the contractor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General** (Section 2-1076 of the County Code)
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

17) LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

18) SHIPPING TERMS: F.O.B. DESTINATION

Contractor shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

Shipping, delivery and pickup requirements for compressed gases

- A) Contractor is required to provide delivery of gases by date specified at the time the order is placed or within 2 business days of the order being placed by the laboratory.
- B) Contractor must provide notification in the event of delayed orders and provide an expected date of delivery.
- C) Contractor shall be prepared to deliver ordered gases to the tank loading dock of the department; off load the tanks to the storage room on the dock, and pick-up all empty tanks during this period.
- D) Contractor must provide a written receipt upon delivery, indicating tanks delivered and empty tanks picked up.
Delivery requirements for liquid gases (nitrogen)

F) Contractor shall provide a means to electronically monitor the contents of the bulk liquid nitrogen storage tank remotely so as to provide routine schedules of deliveries and automatic replenishment of the tank.

G) Contractor shall schedule automatic deliveries to maintain the necessary liquid nitrogen volumes so as to not disrupt laboratory operations.

H) Delivery service should be scheduled to coincide with normal business hours for the department Monday thru Friday 8:00am to 4:00pm

19) PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

There may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the Contractor to obtain a price quote for the similar items. The County reserves the right to award these similar items to the Contractor, or another Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

20) ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation identifies a specific facility to be serviced, it is hereby agreed and understood that any County department or government agencies may be added to this contract at the option of the County. When required by the pricing structure of the contract, the Contractor under this contract shall be invited to submit price quotes for these additional facilities.

MIAMI-DADE COUNTY

If you have questions please contact Mary Hammett at (305) 375-5471.

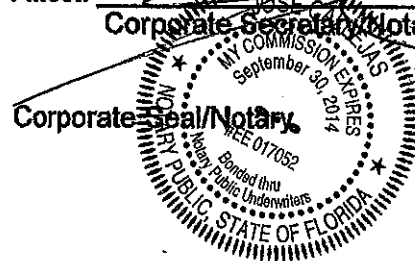
By: Airbas South, INC.

Name: ROBERT ORTEGA A.D.C. 0632.760.66.042.0

Title: Specialty Gas Specialist

Date: 9/20/11

Attest: [Signature]
Corporate Secretary/Notary



Miami-Dade County

By: [Signature]

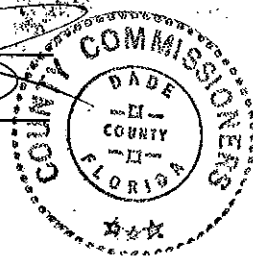
Name: Carlos Gimenez

Title: Mayor

Date: 11/1/12

Attest: [Signature]

Clerk of the Board



Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney

APPENDIX A Scope of Services

SCOPE

The Contactor shall furnish and deliver various medical and industrial gases to Miami-Dade County Medical Examiner department.

General specifications for ultra-high purity compressed and liquid gases for the Toxicology Laboratory

The Toxicology Laboratory utilizes various ultra-high purity gases in its daily operations. These gases are used in the routine operation of gas chromatographs (GC), liquid chromatographs (HPLC), gas chromatograph-mass spectrometers (GC/MS and GC/MS/MS) and liquid chromatograph-mass spectrometers (LC/MS/MS and LC-Ion trap MS/MS). Depending on the gas, they may be used as carrier gases in GC and GC/MS systems, as reaction gases in detectors and mass spectrometer sources, as collision gases in MS/MS systems, or drying gases in ultra-high sensitive LC/MS ion sources. In all cases the gases must not provide a level of background contamination that will hinder the operation and sensitivity of the instruments to the degree that the ability to measure trace analytes in the parts-per-billion (ppb) and parts-per-trillion (ppt) range is diminished.

Gas purity verification

- A) Contactor shall provide tanks and valves properly maintained in good working condition, and set aside for the laboratory's supply.
- B) Contactor shall be prepared to furnish and deliver the required ultra-high purity instrument gases as described; for the purposes of trace level chemical analysis.
- F) Contactor shall be able to provide a certificate of analysis on all gas deliveries as necessary and when requested by laboratory. Certificate should state the type of analysis performed and the results of the testing; indicating the percentages of contaminants and lowest detection limits of the testing method; and in the case of liquid nitrogen the analysis, should state whether the results are for the liquid or gas phase.
- G) Contactor shall use gas valves and fittings specifically for use on tanks of high purity laboratory gases.
The Toxicology Laboratory reserves the right to evaluate the quality of gas and service provided.

Gas Specifications**HELIUM**

For use in gas chromatography and gas chromatography-mass spectrometry as a carrier gas for use with high resolution capillary columns.

Compressed gas

Tank size: approx 9" x 51" (size 300)

Valve outlet (CGA): 580

Guaranteed analysis of:

Purity Min: 99.9995% Ultra-High Purity grade

Oxygen: less than 1 ppm

Nitrogen: less than 1 ppm

Water: less than 1 ppm

Total Hydrocarbons (THC): less than 0.5 ppm

Demonstrated purity with GC trace analysis

HYDROGEN

For use as a detector fuel gas in gas chromatography with flame ionization and nitrogen specific detectors.

Compressed gas

Tank size: 330

Valve outlet (CGA): 350

Guaranteed analysis of:

Purity minimum: 99.9995% Ultra-High Purity

Oxygen: less than 1 ppm

Water: less than 2 ppm

Total hydrocarbons: (THC): less than 0.5 ppm

Carbon dioxide: less than 0.5 ppm

Carbon monoxide: less than 0.5 ppm

Nitrogen: less than 5 ppm

Demonstrated purity with GC trace analysis utilizing ECD and NPD systems

AIR

For use in gas chromatography and gas chromatography mass spectrometry.

Compressed gas

Tank size: 300

Valve outlet (CGA): 590

Guaranteed analysis of:

Purity minimum: 99.995% Ultra-zero

Water: less than 2 ppm

Total hydrocarbon (THC): less than 1 ppm

Carbon dioxide: less than 1 ppm

Carbon monoxide: less than 0.5 ppm

ARGON

For use as a collision gas (CID) in triple quadrupole gas chromatography-mass spectrometry.

MIAMI-DADE COUNTY

Compressed gas
Tank size: 300
Valve outlet (CGA): 580
Guaranteed analysis of:
Purity minimum: 99.9995% Ultra-high purity
Oxygen: less than 1 ppm
Water: less than 1 ppm
Nitrogen: less than 5 ppm
Total hydrocarbons (THC): less than 1 ppm
Demonstrated purity with GC/MS/MS analysis

NITROGEN

For use as an inert make-up gas in gas chromatography, and as a drying gas in an electro-spray and atmospheric ionization source for liquid chromatography-mass spectrometry liquid gas, Micro bulk™

Tank size: fixed in place, on-site refillable Micro bulk™ 450 liter minimum Dewar; with minimum delivery pressure of 100 psig
Valve outlet (CGA): N/A
Guaranteed analysis of gas phase:
Purity minimum: 99.999%
Oxygen: less than 2 ppm
Water: less than 1 ppm
Total hydrocarbons (THC): less than 0.5 ppm

METHANE

For use as a chemical ionization gas in gas chromatography-mass spectrometry
Compressed gas.

Tank size: 300
Valve outlet (CGA): 350
Guaranteed analysis of:
Purity minimum: 99.995% Research grade
Oxygen: less than 1 ppm
Carbon monoxide: less than 1 ppm
Water: less than 2 ppm
Ethane: less than 5 ppm
Other hydrocarbons: less than 2 ppm
Nitrogen: less than 5 ppm
Demonstrated purity using GC/MS with chemical ionization

CARBON DIOXIDE

For use in the preparation of dry ice for preserving biological specimens for shipment
Industrial grade.
50 lb tank with siphon tube

Micro bulk™ Liquid Nitrogen specifications

The Toxicology Laboratory utilizes nitrogen gas at large volumes each day as detector make-up gas in chromatographs, as a drying gas in the ion sources of LC/MS/MS instruments and as a neutral gas to evaporate solvents from extracts without adding contamination or moisture. Depending on need, usage could range from 15,000-30,000 scf/month of nitrogen gas with a minimum delivery pressure of

100psig. Utilizing a Micro bulk (450L) liquid nitrogen storage tank will be required to maintain supply.

Contractors shall meet the following minimum criteria:

1. Experience selling and providing liquid nitrogen in micro-bulk quantity to remote sites using the Micro bulk™ system.
Managing fixed liquid nitrogen tanks, including installation and maintenance.
2. Provide specialty gases, including nitrogen, to laboratory facilities for sensitive analytical instrumentation that includes gas chromatography and mass spectrometry.
3. Capable of remotely monitoring storage tanks to anticipate service and to schedule refills.
4. Provide service on a scheduled and regular basis to provide an uninterrupted source of nitrogen gas to the laboratory.
5. Access the storage tank in the building to deliver liquid nitrogen refills as necessary.
6. The Contactor shall install the necessary Micro bulk™ dewar storage tank, gas, lines, manifolds and regulators as necessary; including adapting as necessary to the buildings system.
7. Provide communication equipment as part of the storage tank that allows them to remotely monitor the tank condition and volume of gas in storage so that they can schedule delivery of liquid nitrogen independent of the laboratory.
8. Schedule routine liquid nitrogen refills and tank maintenance as necessary.
9. Maintain and repair tank and manifold system as necessary at no additional cost.
10. The Contactor shall have prior experience providing gases to laboratories utilizing their products to perform trace analysis (ppb –ppt) using the instruments listed above.
11. Contactor shall provide telephone support to verify orders and resolve technical issues.
12. Contactor shall be able to assure 24 hour call-back to resolve order disputes and technical issues.

Tank /Equipment Requirements

1. Storage tank must be sufficiently insulated to minimize venting and gas waste.
2. Storage tank must be capable of delivering nitrogen at a minimum of 100 psi to the laboratory
3. Storage tank must be able to fit in current space allocated for liquid nitrogen
4. Be able to install tank in building space including hooking into gas lines in current space
5. The bulk storage tank should not exceed 500 liters in size and provide the necessary high Performance evaporators to optimize gas formation more efficiently
6. Storage system must maintain a supply pressure of at least 100 psi of high purity nitrogen gas to the laboratory.
7. Storage tank must include a vaporizer capable of meeting the high demand.
8. Storage system should provide digital monitoring instruments to allow the laboratory to observe usage and volume of gas in storage.
9. The Contactor shall deliver tanks with secured and protected valves free of excessive rust or indications of valve damage.
10. The Contactor shall deliver gas tanks that are properly labeled with the company's name and the contents; and that has undergone proper hydrostatic testing and certification.

CYLINDERS

Cylinders shall have the approved American National Standard Compressed Gas Cylinder Valve Outlet and Inlet Connections as specified in Section 1910 of the OSHA Regulations (Standards – 29 CFR) for each gas used. All valves must be functioning properly at the time of delivery.

In the event the cylinders do not meet the criteria, the Contactor will be responsible for the repair and/or replacement of the cylinders at no additional cost to the County.

Contactor is responsible for filling the cylinders to the maximum capacity allowable by the manufacturer. In the event an odd size cylinder not listed on the Bid Proposal Form needs to be refilled, the Contactor will charge the standard cost per cubic foot of the gas requested.

Cylinders that have exceeded their authorized service life shall be removed from County property by the Contactor and may be properly transported for reprocessing or disposal of the cylinder's contents. Prior approval for cylinder removal shall be obtained from an authorized County representative.

CYLINDER EXCHANGE

Cylinders delivered for exchange shall be in compliance with all OSHA/DOT safety regulations and standards. Exchanged cylinders shall be unlabeled as to ownership. (Exception: Miami-Dade Fire Department owned cylinders only). Miami-Dade Fire Department owned cylinders not to be exchanged with other entities or County departments and must be returned to the Fire Department.

APPENDIX B-PRICE SCHEDULE

ITEM No.	TANKS- UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	95 per year	Helium	\$ 97.00	\$ 9,215
2	25 per year	Hydrogen	\$ 52.50	\$ 1,312.50
3	55 per year	Air	\$ 38.00	\$ 2,090
4	10 per year	Argon	\$ 48.25	\$ 482.50
5	150,000 Cubic feet per year	Nitrogen	\$ 1.85 (per 100)	\$ 2,775
6	6 per year	Carbon Dioxide 50lb tank with siphon tube	\$ 23.70	\$ 142.20
7	4 per year	Methane Gas	\$ 406.85	\$ 1,627.40
8	12 months	Nitrogen Tank Rental (Per Month)	\$ 320.00	\$ 3,840

See Scope of Services in Appendix A for complete description of gases

Extended
Total

\$ 21,484.60

Revised Date:

2/17/12

Signature:



Department of Procurement Management

Affirmation of Contractor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, contractors are required to complete a new Contractor Registration Package, including a Uniform Affidavit Packet (Contractor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Contractor Affidavits Form submitted with the Contractor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. :

Federal Employer

Identification Number (FEIN):

521390683

Contract Title:

Medical Gases for Medical Examiner Dept

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Contractor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

ROBERT ORTEGA

Printed Name of Affiant

Specialty Gas
Specialist

Printed Title of Affiant

Signature of Affiant

AIRGAS South, INC.

Name of Firm

9030 NW 57th Street

Address of Firm

Doral, FL

State

9/20/11

Date

33178

Zip Code

Notary Public Information

Notary Public - State of

FL

County of

DADE

Subscribed and sworn to (or affirmed) before me
this

20

day of,

September

2011

by

Robert Ortega

He or she is personally known to me

☐

or has produced identification

☒

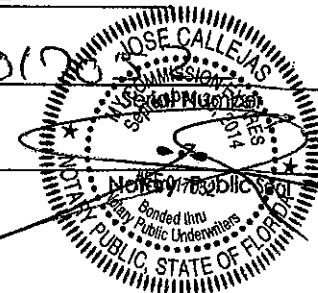
Type of Identification produced

FD-0632.760.66.042.0

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

(NOT APPLICABLE)

☒ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

MIAMI-DADE COUNTY

Contract No. BW7602-0/16
Medical Gases

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Sub consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Sub consultant	(Principal Owner) Gender Race
	NOT	APPROPRIATE	
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender Race
	NOT	APPROPRIATE	

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____

Robert D. Davis

Print Name

(Duplicate if additional space is needed)

Print Title

Secretary of Health

Date

FO